

CITY OF MILWAUKEE DATA PRIVACY AGREEMENT

This Data Privacy Agreement (“**Agreement**”) is made and entered into this ____ day of _____, 20__ (“**Effective Date**”), by and between the CITY OF MILWAUKEE, a Wisconsin municipal corporation located at 200 East Wells Street, Milwaukee, Wisconsin 53202 (“**City**”), and LAW ENFORCEMENT ACTION PARTNERSHIP INC., a Massachusetts nonprofit corporation located at 121 Mystic Avenue Suite 9, Medford, MA 02155 (“**Requestor**”). The City and the Requestor may hereinafter be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

- A. The City desires to obtain data analysis to inform the design of an alternative response model and innovative tools to reduce overreliance on police and improve public safety in the City;
- B. The Requestor represents that it has the necessary skill, experience, equipment, and personnel to conduct said data analysis; and
- C. The City desires to enter into a data privacy agreement with the Requestor to provide, and the Requestor desires to provide, the requested data analysis in accordance with the data privacy terms and conditions of this Agreement.

AGREEMENT

In consideration of the mutual promises and agreements hereinafter set forth, the City and the Requestor hereby agree as follows:

- 1. **Requestor Services.**
 - i. Contracted Services. The Requestor agrees to provide the City with professional data analysis services, as defined in the Final Version of Milwaukee-LEAP Scope of Work (attached as Exhibit A) and which may be further refined herein or expanded pursuant to supplemental letter agreements agreed to by the parties (collectively, the “**Services**”). Part of the base Services provided by the Requestor shall include reviewing 911 calls for service data, including private and confidential data.
- 2. **Term.** This Agreement shall be for ____ year(s) and shall commence on _____, 20__.
- 3. **Amendments.** No modification, amendment, deletion, or waiver in the terms of this Agreement, or any expansion in the scope of deliverables, is valid unless it is in writing and signed by both Parties.
- 4. **Services Products and Ownership of Documents.** All deliverables and products of the Services including, but not limited to, complete and incomplete records, materials,

information, reports, drawings, plans, and specifications prepared and developed in connection with the provision of Services pursuant to this Agreement shall become the property of the City. The Requestor may retain copies of such materials for future services to the City but may not share or use them to create new products without the prior written consent of the City.

5. **Data Practices.** Any and all data accessed or received by the Requestor is the sole property of the City and must remain confidential. No data accessed or received by Requestor may be disseminated or otherwise disclosed to any personnel or party not affiliated with Requestor without the City's prior written consent. The Requestor will implement strict confidentiality requirements to ensure that only affiliated personnel have access to the data necessary to complete the analysis, which shall be shared with the City prior to the issuance of any Services.
6. Requestor shall notify the City as soon as reasonably possible if there has been any breach of security or confidentiality related to data accessed or received by Requestor from the City.
7. Requestor agrees that it will not utilize for any other purpose, and will not publish, any raw confidential data provided or accessed pursuant to the Services without prior review and written agreement by the City. Requestor also agrees that it will not publish any research results derived from data provided or accessed pursuant to the Services without prior review and written agreement by the City. Any research reports or other documentation publicly disseminated by Requestor utilizing the City's data will include a statement notating that the use of the data has been approved by the City but that any opinions or conclusions drawn by Requestor as a result of that data does not represent the position or policies of the City.
8. Requestor will indemnify the City, and hold harmless and otherwise assume all liability for any and all damages that may arise from the use, storage, disposal, disclosure or interaction with data accessed or provided with prior written consent from the City. The City, its agents, officers, employees, and elected officials will not be liable to Requestor for any loss, claim or demand made by Requestor, or made against Requestor by any other party, due to or arising from the use of the data by Requestor, unless caused by or related to the willful or negligent misconduct of the City. Requestor shall defend, indemnify, and hold the City harmless for any and all losses, claims, or demands made resulting from the negligence and willful misconduct by Requestor.
9. Requestor and the City Responsibility for Securing Data Identifiable to an Individual:
 - a. The FBI Criminal Justice Information System (CJIS) Security Policy v 5.9 (06/01/2020) contains the following definitions:
 - i. Criminal Justice Information (CJI): Criminal Justice Information is the term used to refer to all of the FBI CJIS provided data necessary for law enforcement and civil agencies to perform their missions

including, but not limited to biometric, identity history, biographic, property, and case/incident history data.

- ii. Personally Identifiable Information (PII): PII is information which can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, alone or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name.

10. If the CJI request for research contains PII, or information from which PII can be derived, the following must be performed:
 - a. The dataset must be transmitted to the Requestor via encrypted communication;
 - b. The Requestor must store the dataset on an encrypted file server or private and secured device; and
 - c. The Requestor must only transmit the dataset between affiliated personnel via encrypted communication.
11. **Publicity.** The Requestor may work with the City to create public and promotional announcements or press releases relating to the relationship set forth in this Agreement. All public announcements by one party which specifically mention the other party shall be subject to prior review and written approval.
12. **Entire Agreement.** This document, including the above recitals, the attached exhibits, and documents expressly incorporated herein by reference, constitute the entire agreement between the parties and it supersedes all oral agreements and negotiations between the parties regarding the subject matter of this Agreement.
13. **Compliance with Laws and Regulations.** In providing the data analysis, the Requestor must abide by any and all applicable statutes, ordinances, rules, and regulations. Any violation will constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.
14. **Headings.** The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit, or affect the scope and intent of this Agreement.
15. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Lease shall be exclusively in the Milwaukee County Circuit Court for matters arising under state law and in federal district court in the Eastern District of Wisconsin for matters arising under federal jurisdiction.
16. **Public Records.** Both Parties understand that the City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21 et. seq. The Requestor acknowledges that it is obligated to assist the City in retaining and producing records that are subject

to the Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that the Requestor must defend and hold the City harmless from liability due to its fault under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after termination of this Agreement.

17. **Successors.** All covenants, promises, representations, and agreements herein contained shall be binding upon, apply, and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, and assigns.
18. **Counterparts.** This Agreement may be signed and executed in any number of counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF MILWAUKEE

**LAW ENFORCEMENT ACTION
PARTNERSHIP, INC.**

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

EXHIBIT A

Contracted Services

Scope of Work

[attached]

Final Version of Milwaukee-LEAP Scope of Work

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Tailored Scope

The purpose of this tailored scope is to assist the task force in developing design and implementation recommendations for a community responder model by the end of September.

LEAP will:

1. Obtain calls-for-service data and conduct an analysis to identify existing operations and needs.
2. Engage in initial 1-on-1 conversations with police, fire, dispatch, community groups, and other key stakeholders to study Milwaukee's relevant existing operations and needs
3. Compare Milwaukee's existing operations and needs with those of jurisdictions already operating community responder models to inform design and implementation recommendations.
4. Lead portions of each task force meeting to present status and results from data analysis and stakeholder meetings, ask the task force key questions to guide the work, and field questions from the task force. (Allotted time to be decided by the task force.)
5. Answer questions posed by task force members, either in meetings or via email, as time and resources permit.
6. Prepare a brief report summarizing design and implementation recommendations by September 30, 2022.

Milwaukee task force members will:

1. Assist LEAP in connecting with city and county agencies in order to successfully obtain data and arrange conversations.
2. Assist LEAP in connecting with community groups to successfully arrange conversations.

3. Allot time in each task force meeting for LEAP to provide updates, ask questions, and answer questions.
4. Consider LEAP's design and implementation recommendations in drafting the task force's own recommendations.
5. Allow LEAP an opportunity to provide feedback on a draft of the task force's own recommendations while changes are still feasible.

Cost

LEAP will provide the above assistance to the Milwaukee task force through September 30, 2022, without financial compensation.

Purpose

In Milwaukee, like most cities, police are the default responders for most 911 calls. Many of these calls are related to low-priority and low-risk quality-of-life and behavioral health issues. When all of these calls fall on the police's shoulders, they are forced into social worker and counselor roles for which they have not been trained, they have less time to focus on serious crime, and they run the risk of negative interactions and uses of force. All of these issues can break down community trust in police, which is essential for police to effectively prevent and solve a crime.

Other jurisdictions have shown that the entire community benefits when low-priority calls can be taken off the police's plate and handled through a carefully designed alternative. For example, calls related to mental health, addiction, and homelessness can often be handled by responders who specialize in behavioral health issues. Juvenile complaints, neighbor disputes, noise complaints, and disturbances can often be handled by people trained in mediation and conflict resolution. By sending the right responder to each 911 call, cities are rebuilding the trust of citizens and improving public health and safety.

The Law Enforcement Action Partnership (LEAP) is a nonprofit organization that has designed "community responder" programs tailored to specific cities around the country. LEAP conducts research on existing programs, investigates local 911 call data, talks to a broad range of city stakeholders to understand local resources and priorities, and designs a process for community input on key questions. LEAP brings in police representatives to vet program safety and build bridges with local first responders.

LEAP applauds Milwaukee's leadership in resolving to find common-sense alternatives to help shoulder the burdens currently placed on police. Through this scope of work, LEAP will help the city ensure that Milwaukee community members receive effective responses to calls for service that resolve conflict, improve health, free up police resources, and improve public trust.